

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

UNITED STATES OF AMERICA,)	
Plaintiff,)	
)	
v.)	CASE NO. SA-18-CV-764
)	
RINALDO JUAN GONZALEZ,)	
Defendant.)	

COMPLAINT

The plaintiff, United States of America, alleges as follows:

PARTIES

1. Plaintiff is the United States of America.
2. Defendant Rinaldo Juan Gonzalez is an individual residing within the jurisdiction of this Court.

JURISDICTION

3. This court has jurisdiction pursuant to 28 U.S.C. § 1345.

FACTS

4. In 1991, 20 U.S.C. § 1091a¹ abolished the statute of limitations on all student loan debts and revived any student loan claims which had been previously barred by the statute of limitations.

¹ 20 U.S.C. § 1091a states in relevant part:

(a) In general

(1) It is the purpose of this subsection to ensure that obligations to repay loans and grant overpayments are enforced without regard to any Federal or State statutory, regulatory, or administrative limitation on the period within which debts may be enforced.

(2) Notwithstanding any other provision of statute, regulation, or administrative limitation, no limitation shall terminate the period within which suit may be filed, a judgment may be enforced, or an offset, garnishment, or other action initiated or taken by...

5. The defendant for value received, executed and delivered one promissory note to secure a loan under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §1071 et.seq. (34 C.F.R. Part 682). The defendant subsequently defaulted on the note. The transaction is more particularly set out in the Certificate of Indebtedness and accompanying note attached hereto as **Exhibit 1** and incorporated as if set forth fully herein.

6. The promissory note was assigned to the United States.

7. The United States is the owner and holder of the promissory note. The Defendant has failed to pay said note according to the terms thereof. Pursuant to the note's terms, the United States declared the entire amount of indebtedness evidenced by the note immediately due and payable.

8. Accordingly, Defendant owes a debt to the United States in the amount of \$118,282.34 (representing \$56,649.67 in principal and interest of \$61,632.67 through April 18, 2018) as more fully set forth on the Certificate of Indebtedness attached hereto as **Exhibit 1**. Defendant also owes additional pre-judgment interest, as it continues to accrue at the rate of \$13.96 per day from April 19, 2018 until judgment is entered herein. Plaintiff is further entitled to interest thereafter at the post judgment rate as provided by law until the judgment is paid in full.

WHEREFORE, plaintiff prays for judgment against defendant:

1. In the amount of \$118,282.34 (representing \$56,649.67 in principal and interest of \$61,632.67 through April 18, 2018) as more fully set forth on the Certificate of Indebtedness attached hereto as **Exhibit 1**;

2. Pre-judgment interest from the date of the Certificate of Indebtedness until date of judgment at the rate of \$13.96 per day from April 19, 2018 until judgment is entered;

3. Interest thereafter at the post judgment rate as provided by law until the judgment is paid in full;
4. For its costs and attorney's fees incurred herein; and
5. For such other relief as the Court deems just.

Respectfully submitted,

JOHN F. BASH
UNITED STATES ATTORNEY

By: /s/ Steven E. Seward

STEVEN E. SEWARD

Assistant United States Attorney

Florida Bar No. 29546

601 N.W. Loop 410, Suite 600

San Antonio, Texas 78216

T: (210) 384-7259

F: (210) 384-7247

E-mail: Steven.Seward@usdoj.gov

ATTORNEY FOR UNITED STATES

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #1 OF 1

RINALDO J GONZALEZ
AKA R J GONZALEZ
AKA RINALDO JUAN GONZALEZ
[REDACTED]
SAN ANTONIO, TX 78230
Account No.XXXXX2425

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 04/18/18.

On or about 10/15/93 & 04/05/94, the BORROWER executed a promissory note to secure a Federal Family Education Loan Program Consolidation loan from STUDENT LOAN MARKETING ASSOC, MERRIFIELD, VA. This loan was disbursed for \$51,132.66 on 04/14/94 at 9.0 % interest per annum. The loan obligation was guaranteed by UNITED STUDENT AID FUNDS, INC., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$149.16 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 03/16/06, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$56,649.67 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 08/19/11, assigned its right and title to the loan to the Department.

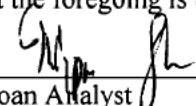
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$56,649.67
Interest:	\$61,632.67
Total debt as of 04/18/18:	\$118,282.34

Interest accrues on the principal shown here at the rate of \$13.96 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5-17-18



Loan Analyst
Litigation Support Unit

**Philippe Guillon
Loan Analyst**

U.S. (1) OCT 21 1993

8A

(Failure to complete all information will result in processing delays.)

1. <u>GONZALEZ</u> <u>Rinaldo</u> CITY <u>San Antonio</u> STATE <u>TX</u> ZIP <u>78230</u>	1A. <u>JUAN</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	1B. <u>N/A</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	1C. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>
2. <u>[REDACTED]</u> <u>TX</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	2A. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	2B. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	2C. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>
3. <u>[REDACTED]</u> <u>TX</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	3A. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	3B. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	3C. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>
4. <u>[REDACTED]</u> <u>TX</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	4A. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	4B. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	4C. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>
5. <u>[REDACTED]</u> <u>TX</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	5A. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	5B. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	5C. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>
6. <u>[REDACTED]</u> <u>TX</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	6A. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	6B. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	6C. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>
7. <u>[REDACTED]</u> <u>TX</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	7A. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	7B. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>	7C. <u>[REDACTED]</u> CITY <u>[REDACTED]</u> STATE <u>TX</u> ZIP <u>78230</u>

Section II: Student Loan Information (Please read instructions carefully.)

8.	9.	10.	11.	12.	13.	14.
NAME AND ADDRESS OF CREDITOR	TO BE CONSOLIDATED YES NO	TYPE OF LOAN (SHEETS, MORTGAGE, etc.)	INTEREST RATE	DATE OF MATURITY MONTH/YEAR	ACCOUNT NUMBER	REPAYMENT CURRENT BALANCE
1. Sallie Mae - TX P.O. Box 12107 Killeen, TX 76547-2107	✓	SLS		7/6/81	451-57-24 25-1	\$965.00
2. (Same)	✓	Stafford	8 1/2%	2/30/81	(Same)	\$5,975.00
3. (Same)	✓	Stafford	8 1/2%	1/15/81	(Same)	\$3,750.00
4. (Same)	✓	SLS		11/4/81	(Same)	\$4,430.00
5. (Same)	✓	SLS		8/25/82	(Same)	\$4,121.00

(Please see attached for #'s 6-12)

If any of the loans indicated above are Federal Student Loans and if you are co-servicer in your grace period on these loans and would like to postpone repayment until after your grace period ends, please complete the upper right hand corner of the application (check box 8), by marking the word "grace" and indicate the date your grace period will end. (If you need to list additional loans, attach another sheet.)

[illegible]

Section III: REPAYMENT OPTIONS/Combined Payment Plan

All Borrowers: Check One

HEAL Borrowers Only:

15. ☐ I choose the **MAX-2** **OPTION** with two years of interest-only payments. ☐ I choose the **MAX-4** **OPTION** with four years of interest-only payments. ☒ I choose a **LEVEL PAYMENT PLAN**.

Section IV: General Information (Please read and sign in *both* places indicated.)

17 PROMISE TO PAY

[illegible]

APPLICANT CERTIFICATION

[illegible]

I certify that the above information is true and correct. I have read the rules and understand my rights and responsibilities for the loan consolidation program. The application provisions note will be governed by Federal law applicable to consolidation loans.

CRIMINAL PENALTIES
WARNING: Any person who knowingly makes a false statement or omits pertinent information on this form is subject to penalties, which may include fines or imprisonment under the United States Criminal Code and Section 490 of the Act.

1-2

18. APPLICANT SIGNATURE X *Kind / Chy* DATE 10/15/93

PERMISSION TO VERIFY LOAN BALANCES

To Whom It May Concern: I herewith, on your behalf as Solicitor, for purposes of venturing student loan information in order that I am compensated on a cost-plus basis into a contract drawn from the information contained in the payment plan pursuant to the High Education Act of 1965, as amended, and information contained in your report from the Solicitor's request in connection with such loan information, a contract of payment plan. This information is for the use of Solicitor in order to determine the student loan. A copy of this authorization may be deemed to be on deposit with the Office of the Solicitor General.

19. ☒ I agree to participate in all help or police on law enforcement. Thank you.

NOTICANT SIGNATURE: [Signature] DATE: 10/15/93

MAE COPY

Sallie MaeP.O. Box 1304
Merrifield, Virginia 22116
800/522-1245

APR 12 1994

*The SMART LOAN® Account***PROMISSORY NOTE ADDENDUM**

DATE: 03/22/94

RINALDO J. GONZALEZ
[REDACTED]
SAN ANTONIO, TX 78230

[REDACTED] 2425

Dear SMART LOAN Applicant(s):

At the time you applied for your Sallie Mae SMART LOAN Account, we promised to contact you if the total balances on the loans that you selected for consolidation, after verification from your lenders, differed by \$1000 or more from what you estimated the balances to be. In your case, the payoff balances reported by your current lenders totalled \$51,132.66.

The payoff figure represents the beginning principal balance of your SMART LOAN Account. Please keep in mind, the payoffs we have acquired on your loans are time sensitive and may need to be updated prior to disbursing payment to your lenders. We will contact you prior to disbursement only if, as a result of payoff updates obtained from your current lenders, the total balance of the loans you selected for consolidation should increase \$250 or more from the beginning principal balance shown on this addendum. We require your signature to complete the processing of your SMART LOAN application.

If you have any questions, please contact us at 1-800-522-1245. Failure to contact us, or to return this letter immediately, will cause processing delays and could result in the termination of your application. We thank you again for your interest in the SMART LOAN program and we look forward to hearing from you soon.

Borrower Services
Loan Consolidation Center

The beginning principal balance of my/our SMART LOAN ACCOUNT will be \$51,132.66, or, an amount not to exceed this figure by more than \$250. I/WE hereby acknowledge and agree that my/our application for a SMART LOAN ACCOUNT remains unchanged except for this modification to the amount of the loan. I/WE authorize Sallie Mae to proceed with processing my/our SMART LOAN application.

Applicant Signature

4/5/94

Date

SMART LOAN® is a registered service mark of the Student Loan Marketing Association

RETURN TO SALLIE MAE

SM2P

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

- ☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____